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*Counsel for the Debtors and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
:  
SquareTwo Financial Services : Case No. 17-10659 (JLG)  
Corporation, et al.,<sup>1</sup> :  
:  
Debtors. : (Jointly Administered)  
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**NOTICE OF THIRD AMENDMENT TO SCHEDULE OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO BE ASSUMED  
OR ASSUMED AND ASSIGNED AND CURE AMOUNTS IN CONNECTION  
WITH JOINT PREPACKAGED CHAPTER 11 PLAN FOR SQUARETWO  
FINANCIAL SERVICES CORPORATION AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that on March 19, 2017, the debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) filed the *Joint Prepackaged Chapter 11 Plan for SquareTwo Financial Services Corporation and Its Affiliated Debtors* [Docket No. 20] (as the same may be amended, modified, and/or supplemented from time to time, the “**Plan**”).<sup>2</sup>

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal taxpayer identification number and/or Canadian equivalent are as follows: Astrum Financial, LLC (2265); Autus, LLC (2736); CA Internet Marketing, LLC (7434); CACH, LLC d/b/a Fresh View Funding (6162); CACV of Colorado, LLC (3409); CACV of New Jersey, LLC (3499); Candeo, LLC (2809); CCL Financial Inc. (7548); Collect Air, LLC (7987); Collect America of Canada, LLC (7137); Healthcare Funding Solutions, LLC (2985); Metropolitan Legal Administration Services, Inc. (6811); Orsa, LLC (2864); Preferred Credit Resources Limited (0637); ReFinance America, Ltd. (4359); SquareTwo Financial Canada Corporation (EIN: 1034; BN: 0174); SquareTwo Financial Corporation (1849); and SquareTwo Financial Services Corporation d/b/a Fresh View Solutions (5554). The Debtors’ executive headquarters are located at 6300 South Syracuse Way, Suite 300, Centennial, CO 80111.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings given to them in the Plan.

PLEASE TAKE FURTHER NOTICE that on March 27, 2017, the Debtors filed the Schedule of Assumed Contracts and Leases and corresponding Cure Amounts contemplated by Section 10.1 of the Plan [Docket No. 77] (as may be amended, modified and/or supplemented from time to time, the “**Assumption and Cure Schedule**”).<sup>3</sup> On April 14, 2017 and April 27, 2017, the Debtors filed supplements to the Assumption and Cure Schedule which added certain additional executory contracts and unexpired leases to the Assumption and Cure Schedule [Docket Nos. 128, 162 and 163]. On May 1, 2017, and May 11, 2017, the Debtors filed amendments to the Assumption and Cure Schedule which added, removed or revised cure amounts relating to certain executory contracts and unexpired leases from the Assumption and Cure Schedule [Docket Nos. 190 and 220].

PLEASE TAKE FURTHER NOTICE that, as set forth on the previously filed and served notices to the Assumption and Cure Schedule [Docket Nos. 77, 128, 162, 163, 190 and 220], the Debtors reserved the right to add or remove any contracts and leases from the Assumption and Cure Schedule.

**PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A is a list of additional executory contracts and unexpired leases that the Debtors are adding to the Assumption and Cure Schedule (the “Additional Assumed Contracts and Leases”).**

**PLEASE TAKE FURTHER NOTICE that, notwithstanding anything to the contrary contained in Article X of the Plan, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount by SquareTwo Financial Corporation, the Debtors anticipate that the Additional Assumed Contracts and Leases will be assumed by a Dissolving Debtor, or assumed and assigned by a Dissolving Debtor to SquareTwo Financial Corporation on the Effective Date. None of the Additional Assumed Contracts and Leases will be assigned to an Acquired Debtor.**

PLEASE TAKE FURTHER NOTICE that any Cure Amount set forth on Exhibit A represents the unpaid amount with respect to each respective Additional Assumed Contract or Lease as of the Petition Date, and does not include any accrued and unpaid amounts which arose or may arise subsequent to the Petition Date. The rights of parties with respect to amounts arising subsequent to the Petition Date are expressly reserved.

PLEASE TAKE FURTHER NOTICE that any counterparty to an Additional Assumed Contract or Lease objecting to (i) any applicable Cure Amount listed on Exhibit A, (ii) the ability of the applicable Debtor(s) to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the applicable Additional Assumed Contract or Lease, or (iii) any other matter pertaining to the assumption of an Additional Assumed Contract or Lease (including the proposed assumption and, if applicable, the proposed assignment of the Additional Assumed Contract or Lease), must file with the

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<sup>3</sup> Notwithstanding anything contained herein to the contrary: (i) any executory contracts and unexpired leases that previously have been assumed, assumed and assigned, or rejected pursuant to a Final Order of the Bankruptcy Court shall be treated as provided in such Final Order; and (ii) all executory contracts and unexpired leases that are the subject of a separate motion to assume or reject under section 365 of the Bankruptcy Code pending on the Effective Date shall be treated as provided in a Final Order of the Bankruptcy Court resolving such motion.

Bankruptcy Court and serve an objection (an “**Objection**”), in writing, setting forth with specificity any and all cure obligations that the objecting counterparty asserts must be cured or satisfied in respect of the Additional Assumed Contract or Lease, including any Cure Amount that the objecting party believes should be paid in connection with the assumption (and, if applicable, the assignment) of the Additional Assumed Contract(s) or Lease(s), and/or any and all objections to the potential assumption (and, if applicable, the potential assignment) of such Additional Assumed Contract or Lease, together with all documentation supporting such Objection, upon: (i) counsel for the Debtors, Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Matthew A. Feldman, Esq. and Debra C. McElligott, Esq.; (ii) the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Susan A. Arbeit, Esq. and Richard C. Morrissey, Esq.; (iii) proposed counsel to the Official Committee of Unsecured Creditors, Arent Fox LLP, 1675 Broadway, New York, NY 10019, Attn: Robert H. Hirsh, Esq., George P. Angelich, Esq. and Jordana L. Renert, Esq.; (iv) counsel to Resurgent Holdings LLC, Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, IL 60654, Attn: Michael J. Small, Esq. and 777 East Wisconsin Avenue, Milwaukee, WI 53202, Attn: Benjamin F. Ridders, Esq.; (v) counsel to the lenders party to the Debtors’ prepetition first lien financing agreement and counsel to Cerberus Business Finance, LLC, as agent for the Debtors’ prepetition first lien financing agreement and postpetition credit facility, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, NY 10002, Attn: Frederic L. Ragucci, Esq. and Adam C. Harris, Esq.; and (vi) counsel to the lenders party to the Debtors’ prepetition 1.25 lien credit agreement and certain lenders party to the Debtors’ prepetition 1.5 lien credit agreement, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019, Attn: Alan W. Kornberg, Esq. and Elizabeth R. McCollm, Esq., **so as to be received no later than 4:00 p.m. (prevailing Eastern Time) on June 2, 2017 (the “Objection Deadline”). Failure to object by the Objection Deadline shall be deemed consent to any scheduled Cure Amount with respect to any Additional Assumed Contract or Lease, as well as assumption of (and, if applicable, the assignment of) any Additional Assumed Contract or Lease, including consent for purposes of section 365(c)(1) of the Bankruptcy Code.**

PLEASE TAKE FURTHER NOTICE that any party that fails to file an objection by the Objection Deadline shall be forever barred, estopped and enjoined from contesting the assumption (and, if applicable, assignment) of the applicable Additional Assumed Contract, and/or disputing any Cure Amount set forth on Exhibit A.

PLEASE TAKE FURTHER NOTICE that any counterparty to an executory contract or unexpired lease to which a U.S. Debtor is a party that fails to file an objection by the Objection Deadline shall be forever barred, estopped and enjoined from asserting any Claim against the applicable U.S. Debtor under section 365(b)(1) of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the applicable Debtor’s decision to assume (and, if applicable, assign) the Additional Assumed Contracts and Leases is subject to the Bankruptcy Court’s approval and confirmation of the Plan and occurrence of the Effective Date. Absent confirmation of the Plan and occurrence of the Effective Date, no Additional Assumed Contract or Lease shall be deemed assumed (or if applicable, assumed and assigned) under the Plan and shall in all respects be subject to further administration under the Bankruptcy Code. The designation of any agreement as an Additional Assumed Contract or Lease shall not constitute or be deemed to be a determination or admission by the Debtors that such agreement

is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to add or remove any contracts and leases from the Assumption and Cure Schedule. In such event, the Debtors shall promptly send a notice to the applicable counterparty to such contract or lease of such decision.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve all rights to amend, revise or supplement any documents relating to the Plan and/or to be executed, delivered, assumed, assumed and assigned, and/or performed in connection with the consummation of the Plan on the Effective Date.

Dated: May 19, 2017  
New York, New York

WILLKIE FARR & GALLAGHER LLP  
*Counsel for the Debtors and Debtors in Possession*

By: /s/ Paul V. Shalhoub  
Matthew A. Feldman  
Paul V. Shalhoub  
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**EXHIBIT A**

**Additional Assumed Contracts and Leases**

Exhibit A: Additional Assumed Contracts and Leases

Contract Counterparty	Address	Additional Notice Address(es)	Debtor	Type of Agreement	Monetary Cure Amount
AT&T MOBILITY	AT&T MOBILITY 1025 LENOX PARK BLVD NE RM A325 BROOKHAVEN, GA 30319	AT&T MOBILITY P.O. BOX 9004 CAROL STREAM, IL 60197-9004	SquareTwo Financial Corporation	Cell Phone Services Agreement	\$0.00
CODE 42 SOFTWARE, INC.	CODE 42 SOFTWARE, INC. PO BOX 204802 DALLAS, TX 75320-4802		SquareTwo Financial Corporation	Information Security Agreement	\$0.00
DATA SALES - SCHEDULE #1 (ISILON)	DATA SALES CO. 3450 WEST BURNSVILLE PARKWAY BURNSVILLE, MN 55337		SquareTwo Financial Corporation	IT Agreement	\$0.00
DATA SALES - SCHEDULE #3 (PURE STORAGE)	DATA SALES CO. 3450 WEST BURNSVILLE PARKWAY BURNSVILLE, MN 55337		SquareTwo Financial Corporation	IT Agreement	\$0.00
DATA SALES - SCHEDULE #4 (RIVERBED)	DATA SALES CO. 3450 WEST BURNSVILLE PARKWAY BURNSVILLE, MN 55337		SquareTwo Financial Corporation	IT Agreement	\$0.00
VERIZON WIRELESS	VERIZON WIRELESS PO BOX 660108 DALLAS, TX 75266-0108		SquareTwo Financial Corporation	Cell Phone Services Agreement	\$0.00
VIAWEST, INC.	VIAWEST, INC. ATTN: GUNNAR STINNET 6400 S. FIDDLER'S GREEN CIRCLE SUITE 2000 GREENWOOD VILLAGE, CO 80111	VIAWEST COMPARK DATA CENTER 8636 S. PEORIA ST ENGLEWOOD, CO 80112	SquareTwo Financial Corporation	IT Agreement	\$1,506.88
WELLS FARGO FINANCIAL LEASING, INC.	WELLS FARGO FINANCIAL LEASING, INC. GENERAL COUNSEL MAC N0005-055 800 WALNUT ST DES MOINES, IA 50309		SquareTwo Financial Corporation	IT Equipment Leases re Xerox Copire Lease with SquareTwo Financial	\$0.00